

# TROUTMAN SANDERS LLP

ATTORNEYS AT LAW  
A LIMITED LIABILITY PARTNERSHIP

401 9th STREET, N.W.  
SUITE 1000  
WASHINGTON, D.C. 20004-2134  
www.troutmansanders.com  
TELEPHONE: 202-274-2950

David C. Reeves  
david.reeves@troutmansanders.com

RECORDATION No. 19540-F

RF

FEB 04 '02

4-15 PM

SURFACE TRANSPORTATION BOARD

Direct Dial: 202-274-2950  
Fax: 202-654-5624

February 4, 2002

## VIA HAND DELIVERY

The Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, NW  
Room 704  
Washington, D.C. 20423

RE: Railcar File No. 19540-\_\_\_\_  
Security Agreement Between Bank of America, N.A., Agent and Paducah &  
Louisville Railway, Inc.

Dear Secretary Williams:

I am enclosing herewith three originals of a secondary document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. A description of the equipment covered by the document follows hereafter.

Secondary Document: The secondary document filed herewith is:

Sixth Amendment to Memorandum of Security Agreement, effective January 29, 2002, between Bank of America, N.A., as Agent, 100 North Tryon Street, Charlotte, NC 28255 ("Secured Party") and Paducah & Louisville Railway, Inc., 1500 Kentucky Avenue, Paducah, KY 42003 ("Borrower"), terminating the Secured Party's security interest and lien evidenced by Memorandum of Security Agreement in Railcar File No. 19540 as to locomotives bearing road numbers PAL 8307, 8322, 8333, 8341, 8351 and 8357, and adding to the said security interest and lien locomotives bearing road numbers PAL 2200 (formerly NS 2724), and PAL 2201 (formerly CR 2896). Except as evidenced by this Amendment, the security interest evidenced by the Memorandum of Security Agreement (as amended) continues to apply to all of Borrower's interests in locomotives, railroad cars and railroad rolling stock as of the date of the document or thereafter acquired by Borrower.

The primary document to which this is connected is recorded under Recordation No. 19540.

TROUTMAN SANDERS LLP  
ATTORNEYS AT LAW  
A LIMITED LIABILITY PARTNERSHIP

The Honorable Vernon A. Williams  
February 4, 2002  
Page 2

The names and addresses of the parties to the secondary document are as follows:

Borrower:

Paducah & Louisville Railway, Inc.  
1500 Kentucky Avenue  
Paducah, KY 42003

Secured Party:

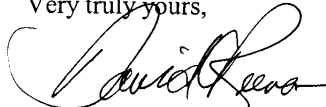
Bank of America, N.A., as Agent  
100 North Tryon Street  
Charlotte, NC 28255

Summary for the index: The secondary document is:

Sixth Amendment to Memorandum of Security Agreement terminates the Secured Party's security interest and lien evidenced in Railcar File No. 19540 as to locomotives bearing road numbers PAL 8307, 8322, 8333, 8341, 8351 and 8357, and adds to the said security interest and lien locomotives bearing road numbers PAL 2200 (formerly NS 2724), and PAL 2201 (formerly CR 2896). The security interest evidenced by the Memorandum of Security Agreement (as amended) continues to apply to all of Borrower's other interests in locomotives, railroad cars and railroad rolling stock as of the date of the document or thereafter acquired by Borrower.

Enclosed please also find the \$28.00 filing fee. Please return all enclosed documents that are not needed by the Board for recordation to the person delivering the filing.

Very truly yours,



David C. Reeves  
Attorney for Paducah & Louisville Railway, Inc.

Enclosures

RECORDATION NO. 19540-F FILED

FEB 04 '02

4-15 PM

SURFACE TRANSPORTATION BOARD  
**SIXTH AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT  
RECORDED WITH THE SURFACE TRANSPORTATION BOARD  
UNDER RECORDATION NO. 19540**

This SIXTH AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT  
RECORDED WITH THE SURFACE TRANSPORTATION BOARD UNDER RECORDATION  
NO. 19540, effective JANUARY 29, 2002 is made by and between PADUCAH & LOUISVILLE  
RAILWAY, INC., whose address is 1500 Kentucky Avenue, Paducah, Kentucky 42003, as  
"Borrower," and BANK OF AMERICA, N.A., successor in interest to NationsBank, N.A., whose  
mailing address is 100 North Tryon Street, Charlotte, North Carolina 28255, as Agent for Banks and  
Secured Party (the "Secured Party").

WITNESSETH:

WHEREAS, Borrower and Secured Party entered into a Memorandum of Security Agreement  
dated as of July 21, 1995, which was filed and recorded with the Interstate Commerce Commission  
(predecessor to the Surface Transportation Board ("STB")), on July 25, 1995 under Recordation No.  
19540;

WHEREAS, Borrower and Secured Party subsequently amended their security agreement and  
filed with the STB on February 19, 1999 a First Amendment To Memorandum Of Security  
Agreement Recorded With The Surface Transportation Board Under Recordation No. 19540; on  
August 3, 2000, a Second Amendment To Memorandum Of Security Agreement Recorded With The  
Surface Transportation Board Under Recordation No. 19540; on January 16, 2001, a Third  
Amendment To Memorandum Of Security Agreement Recorded With The Surface Transportation  
Board Under Recordation No. 19540; on February 12, 2001, a Fourth Amendment To Memorandum  
Of Security Agreement Recorded With The Surface Transportation Board Under Recordation No.

19540; and on March 6, 2001, a Fifth Amendment to Memorandum of Security Agreement Recorded with The Surface Transportation Board Under Recordation No. 19540; and

WHEREAS, The security interest and lien set forth in the Memorandum of Security Agreement (as amended) between Borrower and Secured Party attaches to all locomotives and rolling stock NOW OWNED OR HEREAFTER ACQUIRED by Borrower and to all now existing and hereafter acquired interest of Borrower in locomotives and rolling stock;

NOW, THEREFORE, Borrower and Secured Party are filing this SIXTH AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT RECORDED WITH THE SURFACE TRANSPORTATION BOARD UNDER RECORDATION NO. 19540, to delete six locomotives and ninety-one (91) freight cars from the property covered by the Memorandum of Security Agreement, and to add two locomotives to the property covered by the Memorandum of Security Agreement:

1. The security interest and lien of the Secured Party evidenced by this Memorandum of Security Agreement (as amended) is hereby completely terminated with respect to the locomotives identified in Exhibit A hereto and the freight cars identified in Exhibit B hereto.

2. The security interest and lien evidenced by the Memorandum of Security Agreement shall henceforth attach to the locomotives identified on Exhibit C hereto.

3. Except for the security interest and lien terminated under the preceding paragraph number 1, the security interest and lien set forth in the Security Agreement between Borrower and Secured Party, as restated as of August 2, 2000, shall continue to attach to all other locomotives and all rolling stock set forth in the Exhibit A is to the Second and Fifth Amendments To Memorandum Of Security Agreement Recorded With The Surface Transportation Board Under Recordation No. 19540, and

TO ALL LOCOMOTIVES AND ROLLING STOCK NOW OWNED OR HEREAFTER  
ACQUIRED by Borrower, and to all now existing and hereafter acquired interest of Borrower in  
locomotives and rolling stock.

IN WITNESS WHEREOF, Borrower and Secured Party have caused this SIXTH  
AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT RECORDED WITH THE  
SURFACE TRANSPORTATION BOARD UNDER RECORDATION NO. 19540 to be executed by  
their duly authorized officers to be effective as of the date herein first set forth above.

*SIXTH AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT  
RECORDED WITH THE SURFACE TRANSPORTATION BOARD  
UNDER RECORDATION NO. 19540*

Secured Party:

BANK OF AMERICA, N.A.

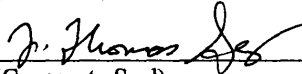
By

  
Name: John M. Hall  
Title: Senior Vice President

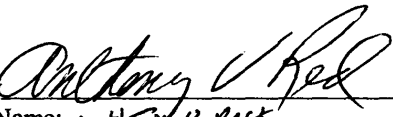
Borrower:

PADUCAH & LOUISVILLE RAILWAY,  
INC.

Attest:  
(Borrower)

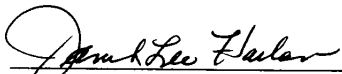
  
(Corporate Seal)

By

  
Name: Anthony V. Beck  
Title: President + CEO

STATE OF TENNESSEE )  
 ) SS  
COUNTY OF Knox )

On this 29<sup>th</sup> day of JANUARY, 2002, in Knox County, TENNESSEE, before me personally appeared John M. Hall, to me personally known, who being by me duly sworn, says that [s]he is the Sp. Vice President of BANK OF AMERICA, N.A., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

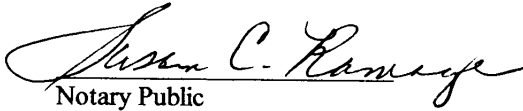
  
Notary Public

[NOTARIAL SEAL]

My commission expires: 9-12-2004

STATE OF KENTUCKY            )  
  ) SS  
COUNTY OF McCracken        )

On this 29<sup>th</sup> day of JANUARY 2002, in McCracken County, Kentucky, before me personally appeared ANTHONY V. RECK, to me personally known, who being by me duly sworn, says that [s]he is the PRESIDENT & CEO of PADUCAH & LOUISVILLE RAILWAY, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10-15-2005



**EXHIBIT A TO  
SIXTH AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT  
RECORDED WITH THE SURFACE TRANSPORTATION BOARD  
UNDER RECORDATION NO. 19540**

List of Locomotives Bearing Reporting Marks of Paducah & Louisville Railway, Inc.  
to Which Lien Evidenced Herein No Longer Applies

| <b>PAL Number</b> | <b>Locomotive Type</b> |
|-------------------|------------------------|
|                   |                        |
| PAL 8307          | GP8                    |
| PAL 8322          | GP10                   |
| PAL 8333          | GP8                    |
| PAL 8341          | GP10                   |
| PAL 8351          | GP10                   |
| PAL 8357          | GP10                   |

**EXHIBIT B TO  
SIXTH AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT  
RECORDED WITH THE SURFACE TRANSPORTATION BOARD  
UNDER RECORDATION NO. 19540**

List of Freight Cars Bearing Reporting Marks of Paducah & Louisville Railway, Inc.  
to Which Lien Evidenced Herein No Longer Applies

|      |       |
|------|-------|
| PALX | 600   |
| PALX | 7900  |
| PALX | 7901  |
| PALX | 7902  |
| PALX | 7903  |
| PALX | 7905  |
| PALX | 7906  |
| PALX | 7907  |
| PAL  | 18040 |
| PALX | 18140 |
| PAL  | 18144 |
| PAL  | 18152 |
| PAL  | 18161 |
| PAL  | 18172 |
| PAL  | 18208 |
| PAL  | 18220 |
| PAL  | 18288 |
| PAL  | 18326 |
| PAL  | 18389 |
| PAL  | 18393 |
| PAL  | 18397 |
| PAL  | 18420 |
| PAL  | 18437 |
| PAL  | 18490 |
| PAL  | 20012 |
| PAL  | 40436 |
| PALX | 40443 |
| PAL  | 40486 |
| PALX | 40585 |
| PALX | 40586 |
| PAL  | 65036 |
| PAL  | 65044 |
| PAL  | 65058 |
| PAL  | 66123 |
| PAL  | 66154 |
| PAL  | 72069 |
| PAL  | 72090 |

Exhibit B to Sixth Amendment to  
Memorandum of Security Agreement  
STB Recordation No. 19540  
(continued)

|      |        |
|------|--------|
| PAL  | 72516  |
| PAL  | 72517  |
| PAL  | 75002  |
| PALX | 99832  |
| PALX | 99859  |
| PALX | 100048 |
| PALX | 100106 |
| PAL  | 100414 |
| PAL  | 100538 |
| PAL  | 100541 |
| PAL  | 118130 |
| PAL  | 701500 |
| PAL  | 701505 |
| PAL  | 701600 |
| PAL  | 701678 |
| PAL  | 701682 |
| PAL  | 701706 |
| PAL  | 701709 |
| PAL  | 701725 |
| PAL  | 701729 |
| PAL  | 701751 |
| PAL  | 701903 |
| PAL  | 701907 |
| PAL  | 815002 |
| PAL  | 815003 |
| PAL  | 815004 |
| PAL  | 815006 |
| PAL  | 815007 |
| PAL  | 815009 |
| PAL  | 815011 |
| PAL  | 815032 |
| PAL  | 815034 |
| PAL  | 815037 |
| PAL  | 815039 |
| PAL  | 815041 |
| PAL  | 815042 |
| PAL  | 815049 |
| PAL  | 815051 |
| PAL  | 815052 |
| PAL  | 815055 |

Exhibit B to Sixth Amendment to  
Memorandum of Security Agreement  
STB Recordation No. 19540  
(continued)

|     |        |
|-----|--------|
| PAL | 815056 |
| PAL | 815058 |
| PAL | 815063 |
| PAL | 815065 |
| PAL | 815069 |
| PAL | 815071 |
| PAL | 815072 |
| PAL | 815073 |
| PAL | 815087 |
| PAL | 815089 |
| PAL | 815100 |
| PAL | 815101 |
| PAL | 900005 |
| PAL | 900006 |

**EXHIBIT C TO  
SIXTH AMENDMENT TO MEMORANDUM OF SECURITY AGREEMENT  
RECORDED WITH THE SURFACE TRANSPORTATION BOARD  
UNDER RECORDATION NO. 19540**

Additions to List of Locomotives of Paducah & Louisville Railway, Inc.  
to Which Lien Evidenced Herein Applies

| New PAL Number | Previous Road<br>Number |
|----------------|-------------------------|
| PAL 2200       | NS 2724                 |
| PAL 2201       | CR 2896                 |